

attorney to make, execute, sign, acknowledge, verify, deliver, file, record and publish in its name, place and stead all certificates or other instruments which may be required to be filed by the Partnership under the laws of the State of Delaware or of any other state or jurisdiction in which the Partnership shall transact business or in which the General Partner shall deem it advisable to file, including any amendment to this Agreement or the cancellation hereof. This special power of attorney is coupled with an interest, is irrevocable, shall survive the death of the granting Limited Partners of all or any portion of his limited partnership interest, and is limited to those matters herein set forth.

23. Removal of General Partner. The Limited Partners may by majority vote remove the General Partner only for good cause. Good cause shall arise only upon the following acts or proceedings against the General Partner:

- a. conviction of a felony;
- b. assignment for the benefit of creditors;
- c. institution of bankruptcy proceedings;
- d. is adjudicated bankrupt or insolvent;
- e. or is adjudicated incompetent by a court of competent jurisdiction.

24. Miscellaneous.

a. This Agreement may be signed in counterparts and shall have the same force and effect as if all parties executed one document.

b. This Agreement represents the entire understanding between the parties and cannot be amended except in writing in accordance with the terms and provisions of this Agreement.

c. Except as otherwise set forth herein this Agreement shall be binding upon and shall insure to the benefit of the partners, their estates, heirs, personal representatives, successors, and assigns.

d. This Agreement and all amendments thereto shall be governed by the laws of the State of Delaware.

IN WITNESS HEREOF, The parties have executed this Limited Partnership Agreement as of the date first above written.

General Partner:

Joyce E. Morgan 11-4-89
Joyce E. Morgan

Limited Partner(s):

Robin Marlene Rothschild
Robin Marlene Rothschild

Peter B. Knobel
[Signature]

EXHIBIT 9

EXCERPT

EXHIBIT II

Peaches #23

AGREEMENT OF LIMITED PARTNERSHIP

OF

JEM PRODUCTIONS, L.P.

THIS AGREEMENT dated as of the 2nd day of May, 1991 by and among Joyce E. Morgan (the "General Partner"), and Beylen Communications, Inc., a Delaware corporation (the "Limited Partners"). The General Partner and the Limited Partner are hereinafter collectively referred to as the "Partner."

W I T N E S S E T H:

WHEREAS, the parties hereto wish to form a limited partnership (the "Partnership") pursuant to the Delaware Revised Uniform Limited Partnership Act for the purposes and upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE I
FORMATION, PARTNERS

Section 1.1. Formation of Partnership and Name. By the terms hereof, the Partners join together to form the Partnership under the provisions of the Delaware Revised Uniform Limited Partnership Act (6 Del. C. §17-101, et seq.) (the "Act"). Upon the execution of this Agreement by the parties hereto, the General Partner shall cause a Certificate of Limited Partnership to be recorded in the appropriate recording offices and in such other public offices as may be required or advisable. Thereafter, the General Partner shall do, and continue to do, all other things as may be required or advisable to maintain the Partnership as a limited partnership and to protect the limited liability of the Limited Partners in any jurisdiction in which the Partnership shall transact business. The Partnership shall conduct its business under the name of JEM Productions, L.P.

Section 1.2. Principal Place of Business. The principal place of business of the Partnership will be at 2372 Pacific Silver Drive, Jacksonville, Florida. The General Partner may from time to time change the location of the Partnership office. The Partnership may maintain such other offices at such other places as the General Partner deems advisable.

hereof and shall execute and file an amendment to the Certificate of Limited Partnership to the extent required under the Act.

Section 8.3. Termination of General Partner. Upon the first to occur of the following events (each a "Terminating Event"):

(i) the occurrence of an Event of Default under any loan agreement, guaranty or other similar instrument or document to which the Partnership is a party;

(ii) the occurrence of a notice of demand under any guaranty, suretyship, or other similar arrangement pursuant to which any indebtedness of the Partnership is guaranteed or assured by the holder or beneficiary thereof;

(iii) the Partnership suffers two consecutive fiscal quarters of operating losses, as shown on the financial statements referred to in Section 6.2(b)(i) or (ii);

(iv) the General Partner fails to provide the documents required to be furnished pursuant to Section 6.2 as and when required; or

(v) the General Partner breaches any of its obligations or duties pursuant to this Agreement and fails to cure any such breach within 15 days after notice thereof;

then, in any such event, the General Partner shall, upon the vote by Limited Partners holding a majority-in-interest of the Interests in the Partnership, be removed as a General Partner (without any further action by the Limited Partners). Prior to the effectiveness of the removal of the General Partner, the Limited Partners shall ratably allocate a portion of their Partnership Interests to a replacement General Partner. Upon the qualification of a replacement General Partner to be General Partner (as provided in Sections 7.1(iii), (iv) and (v) with respect to successor General Partners) the General Partner's interest shall be converted to a limited partnership interest and the General Partner shall become a Limited Partner, and the replacement General Partner shall become the General Partner of the Partnership.

ARTICLE IX DISSOLUTION OF THE PARTNERSHIP

Section 9.1. Dissolution. The Partnership shall be dissolved and its affairs shall be wound up upon any of the following events:

EXHIBIT 10

DURDEN P.F.

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

FCC 91M-2042
5151

In re Applications of)	MM Docket No. 90-504
)	
PLAYA DEL SOL BROADCASTERS)	File No. BPH-890501MJ
)	
VALDOVINO BROADCASTING, LIMITED PARTNERSHIP)	File No. BPH-890503MO
)	
MICHAEL DURDEN)	File No. BPH-890503MP
)	
For Construction Permit for a)	
New FM Station on Channel 249A)	
in Mecca, California)	

MEMORANDUM OPINION AND ORDER

Issued: June 28, 1991 ; Released: July 2, 1991

1. Under consideration are a Petition to Enlarge Issues Against Valdovino Broadcasting, Limited Partnership, filed on May 17, 1991, by Michael Durden ("Durden"); an opposition thereto filed on May 29, 1991, by Valdovino Broadcasting, Limited Partnership ("VBLP"); and a reply filed on June 17, 1991, by Durden.

2. Durden seeks the addition of real party-in-interest, financial qualifications, and false financial certification issues against VBLP. In support, Durden claims that Salvador Serrano, through his sister Lura Madarang, is a real party-in-interest in VBLP. Serrano is a broadcast consultant who, with his business partner, George Enuton, found VBLP's proposed site, recruited its general partner, prepared its engineering, helped draft its application, brought its limited partners into the application, drafted its partnership agreement, and otherwise guided the VBLP application. Madarang, who is a 40% limited partner in VBLP, has no obligation to contribute funds to the applicant, knows virtually nothing about the applicant, and holds her interest as a surety for her brother, that is, to insure that he and Enuton receive their fee for consulting services. Madarang will transfer her 40% interest to VBLP's general partner if and when Serrano and Enuton are paid.

3. In support of its request for financial and false certification issues, Durden argues that, at the time of certification, VBLP general partner Feliciano Valdovino had no idea about where the money to build the station might come from. After the application was filed, Enuton told Valdovino that her limited partners would provide her with the money to build the proposed station. She never received any information which would show that her limited partners could meet their commitments, but relied on Enuton's verbal assurances that they could do so.

4. In its opposition, VBLP maintains that Serrano is not a real party-in-interest because he will not hold any future interest in the proposed station. VBLP also alleges that, at the time of her financial certification, Valdovino was relying on her own resources, and that they were sufficient to construct and operate the proposed station. In support of this assertion, VBLP supplies Valdovino's balance sheet showing her financial condition as of March 31, 1991.

5. Durden's petition to enlarge issues will be granted. Although Madarang is the legal owner of a 40% interest in VBLP, she admittedly holds that interest on behalf of her brother, who appears to possess and control that interest in all but name. Moreover, at the hearing, Serrano candidly testified that he used his sister to hold this interest because, if he held such interest himself, it would be attributable to the applicant and reduce its integration credit. Under these circumstances, it appears that Serrano and Enuton may be real parties-in-interest in VBLP and the requested issue will be added. Moreover, based upon the above, it appears that the legal and organizational structure of VBLP may be a sham and, on the Presiding Judge's own motion, an appropriate issue will be specified.

6. Financial and false certification issues will also be added. It appears that VBLP had no firm financial plan in place to finance the construction and operation of its proposed station at the time of its financial certification. Moreover, even assuming that VBLP was relying on Valdovino's personal finances, it has failed to establish that she had at the time of certification sufficient net liquid assets to cover the applicant's costs. Similarly, even assuming that VBLP was relying on its limited partners' assets, Valdovino had no concrete, firsthand information at the time of her certification establishing that they could fulfill their commitments. Northampton Media Associates, 4 FCC Rcd 5517, 5518-19 (1989).

Accordingly, IT IS ORDERED that the Petition to Enlarge Issues Against Valdovino Broadcasting, Limited Partnership, filed by Durden on May 17, 1991, IS GRANTED, and the following issues are added to this proceeding:¹

4. To determine whether Salvador Serrano and/or George Enuton is a real party-in-interest in Valdovino Broadcasting, Limited Partnership;
5. To determine whether the legal and/or organizational structure of Valdovino Broadcasting, Limited Partnership, is a sham;
6. To determine whether Valdovino Broadcasting, Limited Partnership, is financially qualified to construct and operate its proposed station;
7. To determine whether Valdovino Broadcasting, Limited Partnership, was financially qualified to construct and operate its proposed station at the time its application was filed;
8. To determine whether Valdovino Broadcasting, Limited Partnership, falsely certified that it was financially qualified to construct and operate its proposed station; and
9. To determine, in light of the evidence adduced under Issues 4 through 8, whether Valdovino Broadcasting, Limited Partnership, possesses the basic qualifications to become a Commission licensee.

¹ Under Issues 6 and 7, VBLP must also establish that its limited partners have continually had the ability to fulfill their commitments to all of the pending applications in which they were involved. Breeze Broadcasting Company, Ltd., 5 FCC Rcd 6365 (Rev. Bd. 1990).

IT IS FURTHER ORDERED that because the facts required to resolve these issues are peculiarly within the knowledge of VBLP, the burden of proceeding and the burden of proof on these issues ARE ASSIGNED to VBLP.

FEDERAL COMMUNICATIONS COMMISSION

A handwritten signature in cursive script, reading "Arthur I. Steinberg".

Arthur I. Steinberg
Administrative Law Judge

CERTIFICATE OF SERVICE

I, David Honig, this 23rd day of September, 1991, hereby certify that I have caused to be placed in U.S. First Class Mail, postage prepaid, the foregoing "Motion to Enlarge Issues" addressed to the following:

Hon. Edward Luton
Administrative Law Judge
Federal Communications
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David Honig